



## SOLICITATION AMENDMENT

Solicitation No. HP951244

Amendment No. 1

2 pages

Solicitation Due Date: May 26, 2009 at 3:00 P.M.

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, AZ 85007  
(602) 542-1040  
(602) 542-1741 fax

Contact: Richard  
Szawara

A signed copy of this amendment must be submitted with your Solicitation Response. Amendments may be issued to this solicitation at any time. It is the responsibility of the supplier/offeror to routinely check the ADHS website for solicitation amendments. This Solicitation is amended as follows:

1. The room location for the Pre-Offer Conference on May 1, 2009 is changed to 415A; there is no change to the street address location. Therefore, the cover page of the RFP, PRE-OFFER CONFERENCE, the section titled "Location" is amended to revise the Conference Room location to read: "415A."

2. The Scope of Work, section 4.7, is amended to read:

"4.7 The Contractor shall provide a 98% level of availability during the Core Business Hours (CBH) which, as used throughout this Scope of Work, is defined as Monday through Friday 6:00AM MST to 8:00 PM MST. This level of availability (98%) is defined as no more than seventeen (17) minutes of outage during CBH of any given day. In addition, the Contractor shall provide a 95% level of availability during Non-Core Hours Monday through Friday (NCH-MF) which, as used throughout this Scope of Work, is defined as all time Monday through Friday that is not CBH. This level of availability (95%) is defined as no more than thirty (30) minutes of outage during NCH-MF of any given day. In addition, the Contractor shall provide a 96% level of availability during Non-Core Hours Saturday and Sunday (NCH-S) which, as used throughout this Scope of Work, is defined as all time 12:00 AM MST Saturday through 12:00 AM MST Monday. This level of availability (96%) is defined as no more than sixty (60) minutes of outage during NCH-S of any given day."

Vendor hereby acknowledges receipt and understanding of above amendment

Signature

Date

Type Name and Title

Name of Company

The above referenced Solicitation Amendment is hereby executed this 30th day of April, 2009 in Phoenix, Arizona.

SIGNATURE ON FILE

*Christine Ruth*

Signature

Title: Christine Ruth, Chief Procurement Officer

3. The Special Terms and Conditions, section 31, as reads: "Reserved (intentionally left blank)" is deleted and the following is added and inserted:

**"31.0 Liquidated Damages for Failure to Meet Due Dates**

- 31.1 It is agreed by ADHS and the Contractor that, while performing under this Contract, the Contractor's failure to satisfy Contract due dates will cause damage to the ADHS. ADHS and the Contractor further agree that it may be impractical and difficult to ascertain and determine the actual damages sustained by ADHS. In the event of a delay required in sections 4.13 and 9.3 of the Scope of Work, the Contractor agrees to pay ADHS, or ADHS may deduct from payments to the Contractor liquidated damages as specified below without proof of actual or specified loss.
- 31.2 Scope of Work, section 4.13  
The Contractor shall pay, or the State shall deduct from any payment owed to Contractor, liquidated damages of \$250.00 per day for each day after the Contractor fails to satisfy the requirements of the Scope of Work, section 4.13 by the due date of November 1, 2009.
- 31.3 Relocate the State owned Acordex Remote Attestation  
The Contractor shall pay, or the State shall deduct from any payment owed to Contractor, liquidated damages of \$250.00 per day for each day after the Contractor fails to meet the requirement to relocate the State owned Acordex Remote Attestation equipment by the date specified in the Scope of Work, section 9.3.
- 31.4 Liquidated damages shall not be imposed or assessed if the delays are the direct result of ADHS's actions or failure to act in accordance with its responsibilities in the Contract. Contractor shall advise the ADHS Procurement Officer, in writing, within one (1) business day after identifying any circumstances attributable to ADHS that the Contractor believes may lead to Contractor's failure to meet contractual performance requirements. Until ADHS makes a determination regarding the merits of the Contractor's reason for potential failure to perform, the Contractor shall be obligated to perform or pay liquidated damages.
- 31.5 Contractor may identify other mitigating conditions that the Contractor believes makes payment of any or a portion of the liquidated damages to ADHS inappropriate. Contractor shall specify, in writing, the mitigating conditions and any factors, including the cost and performance impacts of these mitigating conditions, that Contractor believes ADHS should consider in determining Contractor's obligations to pay liquidated damages. ADHS reserves the right to be the final authority in deciding whether there are mitigating conditions and how to address and apply them to the liquidated damages owed by Contractor.
- 31.6 In addition to the liquidated damages outlined above, the State may elect to terminate the Contract in whole or in part pursuant to section I 5 of the Uniform Terms and Conditions, "Termination for Default." As of the stated date of termination for default, the State shall no longer collect or deduct the liquidated damages described above. Instead, section H of the Uniform Terms and Conditions, "State's Contractual Remedies," and section I 5 of the Uniform Terms and Conditions, "Termination for Default" shall apply, and the State shall have the right to recover excess costs and any other damages allowed in law or equity that occur or arise as a result of the State's termination due to Contractor's default performance. Nothing in this "Liquidated Damages" section related to failure to meet due dates and performance standards shall limit the State's right to recover damages due to termination for default."

**ALL OTHER INSTRUCTIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.**